## EXHIBIT 12

Morgan, Lewis & Bockius LLP 1701 Market Street Philadelphia, PA 19103-2921 Tel. 215.963.5000 Fax: 215.963.5001 www.morganlewis.com Morgan Lewis

William P. Quinn, Jr. 215.963.5775 wquinn@morganlewis.com

November 9, 2010

Aaron M. Panner, Esquire Kellogg, Huber, Hansen, Todd, Evans & Figel, P.L.L.C. Sumner Square 1615 M Street, N.W., Suite 400 Washington, DC 20036-3209

Re: Supply and License Agreement between Kraft Foods Global, Inc. ("Kraft") and Starbucks Corporation ("Starbucks") dated March 29, 2004 ("Supply Agreement")

## Dear Mr. Panner:

This is in response to your November 5, 2010 letter to Deanie Elsner in which you purport to confirm termination of the above-referenced Supply Agreement and provide notice of Starbucks' termination of the International Supply and License Agreement, dated September 28, 2006 ("International Supply Agreement"), the Tassimo Supply and License Agreement, dated August 9, 2006, and the Starbucks Tassimo Supply and License Agreement, dated July 27, 2007 (collectively, the "Tassimo Agreements").

As demonstrated in our November 4, 2010 letter, Starbucks' contention that Kraft materially breached the Supply Agreement is groundless and Kraft therefore disputes the validity of Starbucks' termination notice. Kraft intends to treat the Supply Agreement as remaining in effect indefinitely and will take immediate legal action if Starbucks fails to fully perform its obligations under the Supply Agreement on an ongoing basis.

Although your letter is unclear, we presume that Starbucks' purported termination of the International Supply Agreement and the Tassimo Agreements is founded upon the premise that Starbucks' attempt to terminate the Supply Agreement pursuant to Paragraph 5(B)(iii) thereof is valid. The validity of Starbucks' purported termination of the International Supply Agreement and the Tassimo Agreements thus depends upon the validity of its purported termination of the Supply Agreement. Because Starbucks' attempt to terminate the Supply Agreement is, once again, baseless and ineffective, Starbucks has no grounds for termination of the International Supply Agreement and/or the Tassimo Agreements and its attempt to do so is also without any legal effect.

Aaron M. Panner, Esquire November 9, 2010 Page 2



With respect to your statement that Starbucks "reserves the right" to terminate the Tassimo Agreements pursuant to Paragraph 5(B)(ii) of those agreements, Kraft is unaware of any grounds for such termination and thus denies that Starbucks has the right to do so.

Finally, please direct all further communications relating to these matters to me rather than to Kraft.

Very truly yours,

William P. Quinn, Jr.